

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ANDERSON KILL & OLICK, P.C.,

Plaintiff,

V.

1:08-cv-4565 (AKH) (RLE)

BRAY & GILLESPIE, INC.; BRAY & GILLESPIE
MANAGEMENT, LLC; CHARLES A. BRAY and
JOSEPH GILLESPIE,

Electronically Filed

Defendants.

AFFIDAVIT OF SUZANNE M. D'AMICO

I, Suzanne M. D'Amico, hereby declare under penalty of perjury, that the following is true and correct:

1. I am over 18 years of age, and am duly admitted to practice law in the United States District Court for the Southern District of New York.

2. I am an associate with the law firm of Pepper Hamilton LLP, counsel for the defendants, Bray & Gillespie, Inc.; Bray & Gillespie Management, LLC; Charles A. Bray and Joseph Gillespie, in this action.

3. I respectfully submit this Affidavit in support of Defendants' Motion to Dismiss for Lack of Personal Jurisdiction and Improper Venue, or in the alternative, Motion to Transfer Venue to the Middle District of Florida. Defendants have not made any prior application for the requested relief.

4. Attached as Exhibit A is a true and correct copy of the Declaration of Stephen Nalley.

5. Attached as Exhibit B is a true and correct copy of the Declaration of Charles A. Bray.

6. Attached as Exhibit C is a true and correct copy of the Declaration of Joseph Gillespie.

7. Attached as Exhibit D is a true and correct copy of the Lexington Engagement Letter.

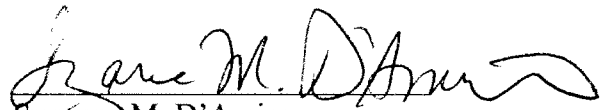
8. Attached as Exhibit E is a true and correct copy of Table C. U.S. District Courts – Civil Cases Commenced, Terminated, and Pending During the 12-Month Periods Ending September 30, 2006 and 2007, available online at:

<http://www.uscourts.gov/judbus2007/appendices/C00Sep07.pdf>

9. Attached as Exhibit F is a true and correct copy of Table X-1A. U.S. District Courts – Weighted and Unweighted Filings per Authorized Judgeship During the 12-Month Period Ending September 30, 2007, available online at:

<http://www.uscourts.gov/judbus2007/appendices/X01ASep07.pdf>

10. Attached as Exhibit G is a true and correct copy of Table C-5. U.S. District Courts – Median Time Intervals From Filing to Disposition of Civil Cases Terminated, by District and Method of Disposition, During the 12-Month Period Ending September 30, 2007, available online at: <http://www.uscourts.gov/judbus2007/appendices/C05Sep07.pdf>


Suzanne M. D'Amico

Sworn to me before this
5th day of June, 2008



Notary Public, State of NY - NY County
No. 02DE6185851
Exp. 4/21/2012

EXHIBIT A

4. In January 2006, I was hired as the Vice President of Operations of Bray & Gillespie Management and in March 2007, I was promoted to Senior Vice President of Operations.

5. As the Senior Vice President of Operations I am responsible for all of Bray & Gillespie Management's day-to-day operations and functions, e.g., accounting, maintenance, and asset management, and I report directly to Charles A. Bray ("Mr. Bray"), the Chairman of Bray & Gillespie Management.

6. Bray & Gillespie Management is owned and managed by two individual members, Mr. Bray and Joseph G. Gillespie ("Mr. Gillespie").

7. Mr. Bray is the Chairman of Bray & Gillespie Management and has a 60% ownership interest in Bray & Gillespie Management.

8. Mr. Gillespie is the President of Bray & Gillespie Management and has a 40% ownership interest in Bray & Gillespie Management.

9. Bray & Gillespie, Inc. is a Florida corporation with a principal place of business in Volusia County, Florida.

10. Mr. Bray owns approximately 59% of the stock of Bray & Gillespie, Inc.

11. Mr. Gillespie owns 41% of the stock of Bray & Gillespie, Inc.

12. Bray & Gillespie, Inc. is the acquisition arm of the business and exists to purchase and sell real estate. Bray & Gillespie, Inc. has no other business function.

13. After a property has been acquired, Bray & Gillespie, Inc. transfers ownership of the property to a Bray & Gillespie Management entity or partnership.

14. The Bray & Gillespie Management entity or partnership obtains the financing for the property's acquisition.

15. Bray & Gillespie, Inc. and Bray & Gillespie Management are separate and distinct entities. Neither has an ownership interest in the other.

16. Bray & Gillespie Management and Bray & Gillespie, Inc. (collectively "Bray & Gillespie Entities") do not directly or indirectly:

- a. own or rent any property in New York,
- b. have an office in New York,
- c. have a mailing address in New York,
- d. have a telephone listing in New York,
- e. have an agent that accepts service of process in New York,
- f. have a New York bank account,
- g. have employees in New York,
- h. have a license to conduct business in New York,
- i. market or advertise any properties in New York, or
- j. conduct or solicit any business in New York.

17. The Bray & Gillespie Entities do not consent to the jurisdiction of the New York courts.

18. Although Bray & Gillespie Management's legal department and General Counsel and Chief Legal Officer do not report to me, I often attend discussions or meetings at which Bray & Gillespie Management's legal matters are discussed or Bray & Gillespie Management's legal department provides updates to Mr. Bray or other members of the Executive Committee.

19. From April 2006 through early March 2008, Harold W. Lueken ("Mr. Lueken") was Bray & Gillespie Management's General Counsel and Chief Legal Officer.

20. In or around May 2006, I participated in the decision to retain Anderson Kill & Olick, P.C. ("Anderson Kill") in connection with Bray & Gillespie Management's insurance coverage disputes with its insurers, and a related construction dispute with a remediation and disaster clean-up company selected by one of the insurers.

21. These disputes arose from hurricane-related property losses sustained in 2004 and 2005.

22. Prior to May 2006, Bray & Gillespie Management, Bray & Gillespie Management entities and partnerships, and Bray & Gillespie, Inc. did not have a relationship with Anderson Kill.

23. In his capacity as General Counsel, Mr. Lueken recommended that Bray & Gillespie Management retain Anderson Kill.

24. Mr. Lueken represented to me that John N. Ellison ("Mr. Ellison"), a shareholder in Anderson Kill's Philadelphia, Pennsylvania office, was a seasoned attorney specializing in insurance coverage litigation on behalf of policyholders and had the necessary expertise to effectively handle these disputes.

25. Mr. Lueken also represented that an attorney in Anderson Kill's New York office, Michael J. Lane ("Mr. Lane"), would be involved but would take a secondary role and handle some of the more administrative tasks such as billing.

26. Mr. Lueken represented that he did not know Mr. Lane.

27. Other than Mr. Ellison and Mr. Lane, neither Anderson Kill nor Mr. Lueken specifically identified any other attorney that would work on this matter.

28. Mr. Bray, Mr. Gillespie, and I reviewed Mr. Ellison's resume and decided to retain Anderson Kill because of Mr. Ellison's extensive experience and proven track record and based on our understanding that Mr. Ellison would handle and take the lead on the matters.

29. It was irrelevant whether Anderson Kill had a New York office and I did not direct Mr. Lueken to retain counsel with a New York office.

30. If I had known that Mr. Lane, and not Mr. Ellison, was going to take the lead on the matters, I would not have agreed to retain Anderson Kill.

31. It was my understanding that Anderson Kill attorneys would travel to Florida to handle these Florida-based disputes and would litigate the matters in Florida courts.

32. Bray & Gillespie, Inc. had no role in and had no control over Bray & Gillespie Management's decision to retain Anderson Kill.

33. I have recently learned that Anderson Kill's retention for the Lexington insurance coverage dispute was memorialized in an alleged May 30, 2006 engagement letter ("Lexington Engagement Letter"). A true and correct copy of that letter is attached as Exhibit D.

34. Mr. Lueken was not authorized to execute the Lexington Engagement Letter on behalf of Bray & Gillespie Management or any other entity.

35. I am not aware of any other Anderson Kill engagement letter or fee agreement.

36. For each of the approximately five matters, Bray & Gillespie Management was the named insured under the relevant insurance policy, except for the Surfside litigation pending in the Middle District of Florida, which has Bray & Gillespie IX, LLC as the named insured.

37. For each of the matters, Bray & Gillespie Management and/or Bray & Gillespie Management entities or partnerships were named as parties to the litigation.

38. Except for one action in Louisiana federal court, all of the litigation is pending in Florida courts.

39. In one of the actions, Bray & Gillespie, Inc. was incorrectly named as a plaintiff. This case was captioned as Bray & Gillespie, Inc., et al. v. Citizens Property Insurance Corporation, et al., Case No. 2007 30913 CICI, Circuit Court for Volusia County, Florida. But Anderson Kill improperly drafted the Complaint because Bray & Gillespie, Inc. was not an insured under the Citizens Property Insurance Corporation policy that formed the basis for this insurance coverage dispute.

40. After Bray & Gillespie Management retained Anderson Kill, I learned that Mr. Lueken and Mr. Lane were close friends and classmates at Fordham University School of Law.

41. In February 2008, Mr. Ellison left Anderson Kill and joined Reed Smith LLP ("Reed Smith"), another law firm, as a partner in its Philadelphia office.

42. At around this time, I learned for the first time that Mr. Lane and Mr. Lueken had acted to minimize Mr. Ellison's involvement and role in the matters and wrest control over the matters from Mr. Ellison. Mr. Lueken was not authorized to do this.

43. At around this same time, Mr. Lueken revealed for the first time that Anderson Kill's unpaid invoices totaled approximately \$700,000.

44. The next month, in early March 2008, Mr. Lueken resigned as Bray & Gillespie Management's General Counsel. Mr. Lueken has threatened to sue for wrongful termination.

45. After Mr. Lueken resigned, on or around March 11, 2008, I learned that Mr. Lane had provided legal advice to Mr. Lueken while representing Bray & Gillespie Management, including recommending that his compensation be tied to insurance proceeds recovered in connection with the insurance disputes handled by Anderson Kill.

46. Less than a week after Mr. Lueken resigned, Anderson Kill forwarded a copy of all of its invoices to Mr. Bray. The unpaid invoices totaled over \$1.5 million.

47. Soon after Mr. Lueken resigned, Bray & Gillespie Management began to gear up for trial in Florida in an action captioned as Belfor USA Group, Inc. v. Bray & Gillespie Management, LLC, et al., Case No. 2005 31217 CICI, Circuit Court for Volusia County, Florida ("Belfor case").

48. Bray & Gillespie Management learned that contrary to Mr. Lueken's prior updates, many of the necessary pre-trial tasks for the Belfor case had not been completed. For example, although the trial was scheduled for April 2008, Anderson Kill had not deposed key witnesses, secured key expert witnesses and had not drafted trial briefs, exhibit lists, witness lists, or any motions in limine.

49. Bray & Gillespie Management also learned that Mr. Lueken had exceeded the scope of his authority by unilaterally making key, strategic decisions regarding the Belfor case without seeking Mr. Bray's prior approval, such as stipulating to a waiver of all damages claims.

50. At the end of March 2008, Bray & Gillespie Management terminated Anderson Kill as its outside counsel.

51. Mr. Ellison, now at Reed Smith, continues to represent Bray & Gillespie Management in the various insurance coverage matters.

52. Approximately three days after being terminated, Anderson Kill filed this action in New York State court.

53. In March 2008, Bray & Gillespie Management retained an outside accountant to review all of Anderson Kill's invoices.

54. It is my understanding that some of Anderson Kill's legal services were performed by Anderson Kill attorneys based outside of New York.

55. In addition to me, the following current or former Bray & Gillespie Management employees are likely to have knowledge and information relevant to this action:

- a. Charles A. Bray: Mr. Bray, who lives and works in Volusia County, Florida, is the Chairman of Bray & Gillespie Management. Mr. Bray has knowledge and information regarding the underlying insurance coverage disputes, the decision to hire Anderson Kill, the reasons for hiring Anderson Kill, the circumstances surrounding Mr. Lueken's departure, the decision to terminate Anderson Kill, and the unpaid Anderson Kill invoices.
- b. Joseph Gillespie: Mr. Gillespie, who lives and works in Volusia County, Florida, is the President of Bray & Gillespie Management. Mr. Gillespie has knowledge and information regarding the underlying insurance coverage disputes, the decision to hire Anderson Kill, the reasons for hiring Anderson Kill, the decision to terminate Anderson Kill, and the unpaid Anderson Kill invoices.
- c. Harold W. Lueken: Mr. Lueken, who lives in Volusia County, Florida, is the former General Counsel for Bray & Gillespie Management. Mr. Lueken has knowledge and information regarding the underlying insurance coverage disputes, the decision to hire Anderson Kill, the reasons for hiring Anderson Kill, the Anderson Kill engagement letter for the

Lexington dispute, his relationship with Mr. Lane, Mr. Lane's role in the representation, Mr. Ellison's role in the representation, the legal services performed by Anderson Kill, the circumstances surrounding his departure, and the Anderson Kill invoices.

56. The following current or former outside counsel to Bray & Gillespie Management are likely to have knowledge and information relevant to this action:

- a. Michael J. Lane: Mr. Lane, who works in New York, New York, is a shareholder in Anderson Kill's New York office and former outside counsel to Bray & Gillespie Management. Mr. Lane has knowledge and information regarding the underlying insurance coverage disputes, the hiring of Anderson Kill, the Anderson Kill engagement letter for the Lexington dispute, his relationship with Mr. Lueken, his role in the representation, Mr. Ellison's role in the representation, the legal services performed by Anderson Kill, the retention of Boies, Schiller & Flexner LLP ("Boies Schiller") to assist with the Belfor case, the Anderson Kill invoices, and the circumstances surrounding Anderson Kill's termination.
- b. John N. Ellison: Mr. Ellison, who works in Philadelphia, Pennsylvania, is a partner in Reed Smith's Philadelphia office, a former shareholder in Anderson Kill's Philadelphia office, and current outside counsel to Bray & Gillespie Management. Mr. Ellison has knowledge and information regarding the underlying insurance coverage disputes, the hiring of Anderson Kill, his role in the representation, Mr. Lane's role in the representation, the legal services performed by Anderson Kill, the circumstances surrounding Anderson Kill's termination, and the current status of the insurance litigation.

- c. Karen C. Dyer: Ms. Dyer, who works in Orlando, Florida, is a partner in Boies, Schiller, & Flexner LLP's Orlando office and current outside counsel to Bray & Gillespie Management on several matters, including some of the underlying insurance coverage matters. Ms. Dyer has information about the underlying insurance coverage disputes, Mr. Lane's unauthorized decision to enlist Boies Schiller to assist with the Lexington case, Mr. Lane's role in the representation, and the work performed by Boies Schiller.



STEPHEN NALLEY

Executed on June 5, 2008
Volusia County, Florida

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ANDERSON KILL & OLICK, P.C.,

Plaintiff,

V.

BRAY & GILLESPIE, INC.; BRAY & GILLESPIE
MANAGEMENT, LLC; CHARLES A. BRAY and
JOSEPH GILLESPIE,

Defendants.

1:08-cv-4565 (AKH) (RLE)

Electronically Filed

**DECLARATION OF CHARLES A. BRAY
IN SUPPORT OF MOTION TO DISMISS,
OR IN THE ALTERNATIVE, MOTION TO TRANSFER VENUE**

I, Charles A. Bray, pursuant to 28 U.S.C § 1746, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge and belief:

1. I reside in Volusia County, Florida, and work at Bray & Gillespie Management, LLC d/b/a Ocean Waters Management, Inc.'s ("Bray & Gillespie Management") principal corporate office at 600 North Atlantic Avenue, Daytona Beach, Florida, 32118.

2. Bray & Gillespie Management is a Florida limited liability company with a principal place of business in Volusia County, Florida, and is in the business of managing and marketing hospitality real estate through various Bray & Gillespie Management entities or partnerships.

3. I am currently the Chairman of Bray & Gillespie Management.

4. As the Chairman of Bray & Gillespie Management I have primary responsibility for all aspects of managing and operating the company's real estate properties,

which include numerous hotels and resorts. Except for one Louisiana property, all of the properties are located in Volusia County, Florida.

5. Joseph G. Gillespie ("Mr. Gillespie") and I own and manage Bray & Gillespie Management.

6. I have a 60% ownership interest in Bray & Gillespie Management.

7. Bray & Gillespie, Inc. is a Florida corporation with a principal place of business in Volusia County, Florida.

8. I have a 59% ownership interest in Bray & Gillespie, Inc.

9. I do not have a residence in New York.

10. I do not own or rent any property in New York.

11. I do not have an office in New York.

12. I do not have a mailing address in New York.

13. I do not have a telephone listing in New York.

14. I do not have an agent that accepts service of process in New York.

15. I do not have a New York bank account.

16. I am not employed in New York.

17. I do not conduct any business in New York.

18. Although I have not done so in recent years, in the past I have traveled to New York to secure financing for the properties that Bray & Gillespie, Inc. acquired and that Bray & Gillespie Management entities or partnerships later owned.

19. I do not consent to the jurisdiction of the New York courts.

20. I was not served with the Summons or Complaint in this action in New York.

21. Bray & Gillespie Management's legal department, and General Counsel and Chief Legal Officer report directly to me and I often attend discussions or meetings at which Bray & Gillespie Management's legal matters are discussed or Bray & Gillespie Management's legal department provides updates.

22. In the Spring of 2006, Harold W. Lueken ("Mr. Lueken") was Bray & Gillespie Management's General Counsel and Chief Legal Officer.

23. Mr. Lueken was not authorized to make significant, legal decisions, including the decision to retain outside counsel, without first consulting with me and obtaining my written approval.

24. In or around May 2006, I participated in the decision to retain Anderson Kill & Olick, P.C. ("Anderson Kill") in connection with Bray & Gillespie Management's insurance coverage disputes with its insurers, and a related construction dispute with a remediation and disaster clean-up company selected by one of the insurers.

25. These disputes arose from hurricane-related property losses sustained in 2004 and 2005.

26. Prior to May 2006, neither Bray & Gillespie Management nor I had a relationship with Anderson Kill, except for brief discussions with Mr. Olick in 1999 relating to representation that never bore fruit.

27. As General Counsel for Bray & Gillespie Management, Mr. Lueken recommended that Bray & Gillespie Management retain Anderson Kill.

28. Mr. Lueken represented to me that John N. Ellison ("Mr. Ellison"), a shareholder in Anderson Kill's Philadelphia, Pennsylvania office, was a seasoned attorney

specializing in insurance coverage litigation on behalf of policyholders and had the necessary expertise to effectively handle these disputes.

29. Mr. Lueken also represented that an attorney in Anderson Kill's New York office, Michael J. Lane ("Mr. Lane"), would be involved but would take a secondary role and handle some of the more administrative tasks like billing.

30. Mr. Lueken represented to me that he did not know Mr. Lane.

31. Other than Mr. Ellison and Mr. Lane, neither Anderson Kill nor Mr. Lueken specifically identified any other attorney that would work on these matters.

32. Mr. Gillespie, Stephen Nalley ("Mr. Nalley"), and I reviewed Mr. Ellison's resume and decided to retain Anderson Kill because of Mr. Ellison's expertise and based on our understanding that Mr. Ellison would handle and take the lead on the matters.

33. I have recently learned that Anderson Kill's retention for the Lexington insurance coverage dispute was memorialized in an alleged May 30, 2006 engagement letter ("Lexington Engagement Letter"), which was executed by Mr. Lueken and materialized only after Mr. Lueken resigned in March 2008. Harold Lueken was never authorized to sign any engagement letters or to contractually bind Bray & Gillespie in any manner, save for *de minimis* amounts not in excess \$500.

34. I am not aware of any other Anderson Kill engagement letter or fee agreement.

35. It was irrelevant to me whether Anderson Kill had a New York office and I did not direct Mr. Lueken to retain counsel with a New York office.

36. If I had known that Mr. Lane, and not Mr. Ellison, was going to take the lead on the matters, I would not have agreed to retain Anderson Kill.

37. I did not believe that Mr. Lane had the requisite background to handle these matters.

38. It was my understanding that Anderson Kill attorneys would travel to Florida to handle these Florida-based disputes relating predominantly to Florida property and would litigate the matters in Florida courts.

39. I have never traveled to New York to meet with Anderson Kill.

40. After Bray & Gillespie Management retained Anderson Kill, I learned that Mr. Lueken and Mr. Lane were close friends and classmates at Fordham University School of Law.

41. In February 2008, Mr. Ellison left Anderson Kill and joined Reed Smith LLP, another law firm, as a partner in its Philadelphia office.

42. Around this time, I learned that Mr. Lane and Mr. Lueken had acted to unilaterally minimize Mr. Ellison's involvement and role in the matters and wrest control over the matters from Mr. Ellison.


43. Mr. Lueken was not authorized to shift the responsibility for the representation from Mr. Ellison to Mr. Lane. I did not authorize and was not previously aware of this.

44. In early March 2008, Mr. Lueken resigned as Bray & Gillespie Management's General Counsel. Later that month, Anderson Kill was terminated as Bray & Gillespie Management's outside counsel.

45. Mr. Gillespie and I decided that Mr. Ellison, now at Reed Smith, should continue to represent Bray & Gillespie Management in the disputes.

46. After Mr. Lueken resigned, I learned that Mr. Lane had provided legal advice to Mr. Lueken while Anderson Kill represented Bray & Gillespie Management, including but not limited to recommending that his compensation be tied to insurance proceeds recovered in connection with the insurance disputes handled by Anderson Kill and drafting provisions containing these demands into Mr. Lueken's revised compensation documents.

47. In March 2008, Anderson Kill forwarded a copy of all of its invoices to me. The unpaid invoices totaled over \$1.5 million. Prior to this, with the exception of a few, initial invoices, I had not received these invoices.



CHARLES A. BRAY

Executed on June 5, 2008
Volusia County, Florida

EXHIBIT C

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ANDERSON KILL & OLICK, P.C.,

Plaintiff,

v.

BRAY & GILLESPIE, INC.; BRAY & GILLESPIE
MANAGEMENT, LLC; CHARLES A. BRAY and
JOSEPH GILLESPIE,

Defendants.

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**DECLARATION OF JOSEPH G. GILLESPIE
IN SUPPORT OF MOTION TO DISMISS,
OR IN THE ALTERNATIVE, MOTION TO TRANSFER VENUE**

I, Joseph G. Gillespie, pursuant to 28 U.S.C § 1746, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge and belief:

1. I reside in Volusia County, Florida, and work at Bray & Gillespie Management, LLC d/b/a Ocean Waters Management, Inc.'s ("Bray & Gillespie Management") principal corporate office at 600 North Atlantic Avenue, Daytona Beach, Florida, 32118.

2. Bray & Gillespie Management is a Florida limited liability company with a principal place of business in Volusia County, Florida, and is in the business of managing and marketing hospitality real estate through various Bray & Gillespie Management entities or partnerships.

3. I am currently the President of Bray & Gillespie Management.

4. As the President of Bray & Gillespie Management I am responsible for the company's acquisitions, insurance-related matters, and asset management.

5. Charles A. Bray ("Mr. Bray") and I own and manage Bray & Gillespie Management.

6. I have a 40% ownership interest in Bray & Gillespie Management.

7. Bray & Gillespie, Inc. is a Florida corporation with a principal place of business in Volusia County, Florida.

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16. I am not employed in New York.

17. I do not conduct any business in New York.

18. In the past I have traveled to New York to secure financing for the properties that Bray & Gillespie, Inc. acquired and that Bray & Gillespie Management entities or partnerships later owned.

19. I do not consent to the jurisdiction of the New York courts.

20. I was not served with the Summons or Complaint in this action in New York.

21. Although Bray & Gillespie Management's legal department, and General Counsel and Chief Legal Officer do not report to me, I often attend discussions or meetings at

which Bray & Gillespie Management's legal matters are discussed or Bray & Gillespie Management's legal department provides updates.

22. In the Spring of 2006, Harold W. Lueken ("Mr. Lueken") was Bray & Gillespie Management's General Counsel and Chief Legal Officer.

23. In or around May 2006, I participated in the decision to retain Anderson Kill & Olick, P.C. ("Anderson Kill") in connection with Bray & Gillespie Management's insurance coverage disputes with its insurers, and a related construction dispute with a remediation and disaster clean-up company selected by one of the insurers.

24. These disputes arose from hurricane-related property losses sustained in 2004 and 2005.

25. Prior to May 2006, neither Bray & Gillespie Management nor I had a relationship with Anderson Kill.

26. As General Counsel for Bray & Gillespie Management, Mr. Lueken recommended that Bray & Gillespie Management retain Anderson Kill.

27. Mr. Lueken represented to me that John N. Ellison ("Mr. Ellison"), a shareholder in Anderson Kill's Philadelphia, Pennsylvania office, was a seasoned attorney specializing in insurance coverage litigation on behalf of policyholders and had the necessary expertise to effectively handle these disputes.

28. Mr. Lueken also represented that an attorney in Anderson Kill's New York office, Michael J. Lane ("Mr. Lane"), would be involved but would take a secondary role and handle some of the more administrative tasks like billing.

29. Other than Mr. Ellison and Mr. Lane, neither Anderson Kill nor Mr. Lueken specifically identified any other attorney that would work on these matters.

30. Mr. Bray, Stephen Nalley ("Mr. Nalley"), and I reviewed Mr. Ellison's resume and decided to retain Anderson Kill because of Mr. Ellison's expertise and based on our understanding that Mr. Ellison would handle and take the lead on the matters.

31. I have recently learned that Anderson Kill's retention for the Lexington insurance coverage dispute was memorialized in a May 30, 2006 engagement letter ("Lexington Engagement Letter"), which was executed by Mr. Lueken. Harold Lueken was never authorized to sign any engagement letters or to contractually bind Bray & Gillespie in any manner, save for *de minimis* amounts not in excess \$500.

32. I am not aware of any other Anderson Kill engagement letter or fee agreement.

33. It was irrelevant to me whether Anderson Kill had a New York office and I did not direct Mr. Lueken to retain counsel with a New York office.

34. If I had known that Mr. Lane, and not Mr. Ellison, was going to take the lead on the matters, I would not have agreed to retain Anderson Kill.

35. I did not believe that Mr. Lane had the requisite background to handle these matters.

36. It was my understanding that Anderson Kill attorneys would travel to Florida to handle these Florida-based disputes and would litigate the matters in Florida courts.

37. I have never traveled to New York to meet with Anderson Kill.

38. After Bray & Gillespie Management retained Anderson Kill, I learned that Mr. Lueken and Mr. Lane were close friends and classmates at Fordham University School of Law.

39. In February 2008, Mr. Ellison left Anderson Kill and joined Reed Smith LLP, another law firm, as a partner in its Philadelphia office.

40. Around this time, I learned that Mr. Lane and Mr. Lueken had acted to minimize Mr. Ellison's involvement and role in the matters and wrest control over the matters from Mr. Ellison.

41. Mr. Lueken was not authorized to shift the responsibility for the representation from Mr. Ellison to Mr. Lane. I did not authorize and was not previously aware of this.

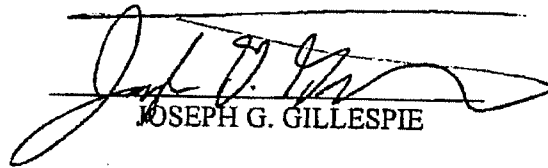
42. In early March 2008, Mr. Lueken resigned as Bray & Gillespie Management's General Counsel. Later that month, Anderson Kill was terminated as Bray & Gillespie Management's outside counsel.

43. Mr. Bray and I decided that Mr. Ellison should continue to represent Bray & Gillespie Management in the disputes.

44. After Mr. Lueken resigned, I learned that Mr. Lane had provided legal advice to Mr. Lueken while Anderson Kill represented Bray & Gillespie Management, including recommending that his compensation be tied to insurance proceeds recovered in connection with the insurance disputes handled by Anderson Kill.

45. Prior to March 2008 I had not received or reviewed Anderson Kill's invoices.

46. Prior to March 2008 I did not call or send any correspondence to Anderson Kill.



JOSEPH G. GILLESPIE

Executed on June 5, 2008
Volusia County, Florida

EXHIBIT D

ANDERSON KILL & OLICK, P.C.

Attorneys and Counsellors at Law

1251 AVENUE OF THE AMERICAS ■ NEW YORK, NY 10020-1182
TELEPHONE: 212-278-1000 ■ FAX: 212-278-1733
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Michael J. Lane
(212) 278-1568
mlane@andersonkill.com

May 30, 2006

BY FACSIMILE AND FIRST CLASS MAIL

Harold W. Lueken, Esq.
General Counsel
Gray & Gillespie
600 North Atlantic Avenue
Daytona Beach, Florida 32118

Re: Lexington Insurance

Dear Harold:

The rules of the Appellate Divisions of the Supreme Court require that there be a written Letter of Engagement at the beginning of an attorney-client relationship.

This letter confirms that Bray & Gillespie ("B&G" or "you") wishes to retain our firm to represent you in connection with your dispute with Lexington Insurance (and, possibly others) in connection with losses B&G suffered in 2004, from property damage to various hotels you own caused by hurricanes.

The fees to be charged will be based on our firm's hourly rates. My normal hourly rate is \$425 per hour. The rates of other attorneys in the firm range from \$175 per hour to \$700 per hour, depending on the seniority of the attorney. Paralegal rates are lower. We will bill you on a monthly basis for time charges and disbursements, and you agree to pay those bills promptly.

Disbursements consist of such items as long-distance telephone, facsimile, photocopy, messenger service, travel, lodging, secretarial overtime, obtaining copies of documents from governmental authorities, filing fees, recording charges, computerized legal research and other items of like import. We expect that you will either pay directly or reimburse us for such costs. If such costs may be calculated beforehand and appear to be substantial, we may ask you to advance us those sums before we expend them, or to reimburse the vendor directly.

NYDOCS1-822490.1

NEW YORK, NY ■ CHICAGO, IL ■ NEWARK, NJ ■ PHILADELPHIA, PA ■ WASHINGTON, DC

ANDERSON KILL & OLICK, P.C.

May 30, 2006
Page 2

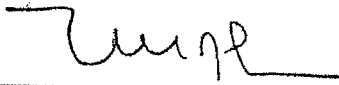
You also agree that we will have the right to terminate the engagement with you at any time upon reasonable advance notice, including without limitation, if our statements for professional services rendered and costs and expenses incurred are not paid promptly. You shall also have a right to terminate the engagement at any time.

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator, a copy of which will be provided to you upon request.

If you agree to the terms of this retainer letter, kindly sign a copy of this letter below and return it to me by facsimile and in the enclosed stamped, self-addressed envelope.

Sincerely yours,

ANDERSON KILL & OLICK, P.C.

By: 
Michael J. Lane

MJL:hvc

cc: Records Department

Agreed to:


Harold W. Lueken, Esq.
Bray & Gillespie

EXHIBIT E

Table C.
U.S. District Courts—Civil Cases Commenced, Terminated, and Pending
During the 12-Month Periods Ending September 30, 2006 and 2007

Circuit	Filings			Terminations			Pending		
	2006	2007	Percent Change ¹	2006	2007	Percent Change ¹	2006 ²	2007	Percent Change ¹
TOTAL	259,541	257,507	-0.8	273,193	239,678	-12.3	247,253	265,082	7.2
DC	2,382	2,415	1.4	2,836	2,456	-13.4	2,803	2,762	-1.5
1ST	5,887	5,890	0.1	6,267	5,959	-4.9	6,521	6,452	-1.1
ME	385	449	16.6	430	409	-4.9	257	297	15.6
MA	3,085	3,131	1.5	3,397	3,266	-3.9	3,327	3,192	-4.1
NH	501	450	-10.2	495	461	-6.9	428	417	-2.6
RI	583	593	1.7	545	564	3.5	805	834	3.6
PR	1,333	1,267	-5.0	1,400	1,259	-10.1	1,704	1,712	0.5
2ND	23,369	27,165	16.2	21,274	22,771	7.0	32,953	37,347	13.3
CT	2,087	2,056	-1.5	2,300	2,362	2.7	2,732	2,426	-11.2
NY,N	1,590	1,453	-8.6	1,415	1,669	19.4	2,681	2,445	-8.8
NY,S	6,993	5,751	-17.8	5,909	5,940	0.5	8,353	8,164	-2.3
NY,W	10,793	16,125	49.4	9,766	10,804	10.6	16,248	21,568	32.7
VT	1,631	1,492	-8.5	1,568	1,667	6.3	2,655	2,460	-6.6
	275	288	4.7	316	309	-2.2	284	263	-7.4
3RD	44,792	32,521	-27.4	41,536	23,141	-44.3	28,096	37,478	33.4
DE	930	870	-6.5	1,284	817	-36.4	1,262	1,315	4.2
NJ	6,274	6,657	6.1	6,433	6,558	1.9	5,873	5,972	1.7
PA,E	31,997	19,739	-38.3	27,962	10,341	-63.0	15,396	24,794	61.0
PA,M	2,745	2,416	-12.0	2,747	2,422	-11.8	2,038	2,032	-0.3
PA,W	2,472	2,476	0.2	2,828	2,687	-5.0	2,297	2,086	-9.2
VI	374	363	-2.9	282	316	12.1	1,232	1,279	3.8
4TH	17,610	17,331	-1.6	18,460	17,624	-4.6	13,379	13,086	-2.2
MD	3,391	3,601	6.2	3,537	3,547	0.3	2,877	2,931	1.9
NC,E	1,264	1,367	8.1	1,435	1,424	-0.8	1,304	1,247	-4.4
NC,M	1,176	1,003	-14.7	1,221	1,138	-6.8	1,015	880	-13.3
NC,W	1,068	1,049	-1.8	1,133	1,211	6.9	959	797	-16.9
SC	3,625	4,403	21.5	3,961	4,314	8.9	2,918	3,007	3.1
VA,E	3,891	3,238	-16.8	3,865	3,091	-20.0	1,690	1,838	8.8
VA,W	1,339	1,146	-14.4	1,407	611	-11.9	754	660	-12.5
WV,N	598	633	5.9	622	611	-1.8	708	730	3.1
WV,S	1,258	890	-29.3	1,299	1,048	-19.3	1,154	996	-13.7

Table C. (September 30, 2007—Continued)

Circuit	Filings			Terminations			Pending		
			Percent Change ¹			Percent Change ¹			Percent Change ¹
	2006	2007		2006	2007		2006 ²	2007	
5TH									
LAE	34,310	34,662	1.0	31,364	37,129	18.4	39,590	37,123	-6.2
LAM	9,805	10,484	6.9	3,247	6,194	90.8	11,786	16,076	36.4
LA W	1,064	999	-6.1	1,546	7,365	376.4	8,743	2,377	-72.8
MS N	2,337	2,468	5.6	2,536	2,378	-6.2	2,176	2,266	4.1
MS S	1,128	947	-16.0	1,187	999	-15.8	1,367	1,315	-3.8
TX N	2,780	2,702	-2.8	4,609	2,873	-37.7	2,745	2,574	-6.2
TX E	4,516	4,213	-6.7	4,581	4,483	-2.1	3,249	2,979	-8.3
TX S	3,001	3,222	7.4	3,014	2,919	-3.2	2,462	2,765	12.3
TX W	6,467	6,434	-0.5	7,225	6,528	-9.6	4,512	4,418	-2.1
	3,212	3,193	-0.6	3,419	3,390	-0.8	2,550	2,353	-7.7
6TH									
KYE	21,394	21,322	-0.3	38,052	21,611	-43.2	22,600	22,311	-1.3
KY W	1,940	1,604	-17.3	2,241	1,694	-24.4	1,536	1,446	-5.9
MLE	1,411	1,309	-7.2	1,431	1,294	-9.6	1,280	1,295	1.2
ML W	5,655	5,580	-1.3	20,133	5,377	-73.3	5,355	5,558	3.8
OH N	1,578	1,593	1.0	1,410	1,482	5.1	1,308	1,419	8.5
OH S	4,393	4,543	3.4	5,980	5,313	-11.2	6,099	5,329	-12.6
TNE	2,374	2,838	19.5	2,575	2,616	1.6	2,816	3,036	7.8
TNM	1,257	1,181	-6.0	1,417	1,255	-11.4	1,456	1,382	-5.1
TN W	1,535	1,548	0.8	1,516	1,270	-16.2	1,293	1,571	21.5
	1,251	1,128	-9.8	1,349	1,310	-2.9	1,457	1,275	-12.5
7TH									
IL N	16,096	15,594	-3.1	16,463	15,945	-3.1	14,464	14,113	-2.4
IL C	7,265	7,620	4.9	7,432	7,169	-3.5	6,616	7,066	6.8
IL S	1,021	1,009	-1.2	1,087	1,001	-7.9	963	961	0.8
IN N	1,160	1,025	-11.6	1,226	1,209	-1.4	1,241	1,057	-14.8
IN S	1,843	1,516	-17.7	1,826	1,779	-2.6	1,733	1,470	-15.2
WLE	2,673	2,411	-9.8	2,786	2,580	-7.4	2,358	2,189	-7.2
	1,396	1,231	-11.8	1,414	1,394	-1.4	1,272	1,109	-12.8
	738	782	6.0	692	813	17.5	292	261	-10.6
8TH									
ARE	16,516	15,569	-5.7	18,431	15,221	-17.4	16,990	17,338	2.0
AR W	2,987	2,063	-30.9	2,302	1,727	-25.0	4,412	4,748	7.6
IA N	848	803	-5.3	944	755	-20.0	656	704	7.3
IA S	551	549	-0.4	605	624	3.1	532	457	-14.1
MN	845	779	-7.8	886	794	-10.4	812	797	-1.8
MO E	4,714	5,412	14.8	6,725	4,964	-26.2	5,391	5,839	8.3
MO W	2,455	2,414	-1.7	2,668	2,374	-11.0	1,948	1,988	2.1
NE	2,401	2,037	-15.2	2,734	2,167	-20.7	1,703	1,573	-7.6
ND	1,086	891	-18.0	991	1,165	17.6	913	639	-30.0
SD	211	203	-3.8	224	217	-3.1	218	204	-6.4
	418	418	0.0	352	434	23.3	405	389	-4.0

Table C. (September 30, 2007—Continued)

Circuit	Filings			Terminations			Pending		
	2006	2007	Percent Change ¹	2006	2007	Percent Change ¹	2006 ²	2007	Percent Change ¹
AK	41,178	40,637	-1.3	40,760	39,223	-3.8	38,913	40,327	3.6
AZ	363	347	-4.4	347	326	-6.1	388	409	5.4
CA,N	4,369	3,477	-20.4	5,296	3,968	-25.1	3,560	3,069	-13.8
CA,E	7,812	7,074	-9.4	6,159	5,853	-5.0	7,097	8,318	17.2
CAC	4,534	4,595	1.3	3,824	4,259	11.4	6,093	6,429	5.5
CAS	11,104	11,904	7.2	11,732	11,491	-2.1	9,531	9,944	4.3
HI	2,860	2,829	-1.1	2,582	2,855	10.6	2,160	2,134	-1.2
ID	726	663	-8.7	739	758	2.6	720	625	-13.2
MT	538	542	0.7	618	554	-10.4	633	621	-1.9
NV	624	620	-0.6	669	741	10.8	769	648	-15.7
OR	2,282	2,463	7.9	2,026	2,200	8.6	2,568	2,831	10.2
WA,E	2,396	2,524	5.3	2,561	2,375	-7.3	2,365	2,504	6.3
WA,W	701	640	-8.7	725	625	-13.8	544	559	2.8
GUAM	2,772	2,874	3.7	3,398	3,147	-7.4	2,409	2,136	-11.3
NMI	44	38	-13.6	49	32	-34.7	38	44	15.8
	53	47	-11.3	35	39	11.4	48	56	16.7
10TH	10,000	9,994	-0.1	10,616	10,153	-4.4	9,138	8,979	-1.7
CO	2,809	2,796	-0.5	2,993	2,793	-6.7	2,098	2,101	0.1
KS	1,498	1,551	3.5	1,659	1,487	-10.4	1,382	1,446	4.6
NM	1,328	1,449	9.1	1,317	1,339	1.7	1,492	1,602	7.4
OK,N	730	745	2.1	890	818	-8.1	834	761	-8.8
OK,E	549	487	-11.3	513	620	20.9	554	421	-24.0
OK,W	1,506	1,536	2.0	1,602	1,509	-5.8	1,066	1,093	2.5
UT	1,272	1,141	-10.3	1,347	1,237	-8.2	1,337	1,241	-7.2
WY	308	289	-6.2	295	350	18.6	375	314	-16.3
11TH	26,007	34,407	32.3	27,114	28,445	4.9	21,804	27,766	27.3
AL,N	2,675	4,843	81.0	3,132	3,508	12.0	2,340	3,675	57.1
AL,M	1,226	1,187	-3.2	1,322	1,278	-3.3	1,149	1,058	-7.9
AL,S	822	980	19.2	741	974	31.4	742	748	0.8
FL,N	1,633	1,635	0.1	1,484	1,614	8.8	1,321	1,342	1.6
FL,M	6,739	12,660	87.9	6,715	7,368	9.7	6,588	11,880	80.3
FL,S	6,716	7,072	5.3	7,076	7,452	5.3	4,881	4,501	-7.8
GA,N	3,879	3,900	0.5	4,180	7,452	78.4	2,866	2,816	-1.7
GAM	1,167	1,210	3.7	1,173	1,169	-0.3	1,072	1,113	3.8
GAS	1,150	920	-20.0	1,291	1,132	-12.3	845	633	-25.1

NOTE: PENDING CASES EXCLUDE ASBESTOS CASES TRANSFERRED TO PALE UNDER ORDER 875 OF THE JUDICIAL PANEL ON MULTIDISTRICT LITIGATION.
¹ PERCENT CHANGE NOT COMPUTED WHEN FEWER THAN 10 CASES REPORTED FOR THE PREVIOUS PERIOD.
² REVISED.

EXHIBIT F

Table X-1A.
U.S. District Courts—Weighted and Unweighted Filings per Authorized Judgeship
During the 12-Month Period Ending September 30, 2007

District	Judgeships	Weighted Filings per Judgeship				Unweighted Filings per Judgeship			
		Civil	Criminal	Supervision Hearings	Total	Civil	Criminal	Supervision Hearings	Total
TOTAL	674	366	106	4.72	477	331	131	32.44	495
DC	15	213	30	1.70	245	153	30	11.73	194
1ST									
ME	3	172	68	4.32	245	145	73	28.00	246
MA	13	269	41	2.55	313	222	41	17.54	280
NH	3	175	89	1.71	266	143	87	11.67	242
RI	3	195	46	.47	242	164	48	3.33	216
PR	7	194	139	2.46	336	174	148	17.43	339
2ND									
CT	8	306	59	2.69	368	240	58	19.00	317
NY,N	5	289	97	7.69	394	281	125	54.00	460
NY,E	15	405	84	5.12	494	351	85	35.93	472
NY,S	28	607	54	3.15	664	551	55	22.43	629
NY,W	4	376	153	16.62	546	363	171	118.00	652
VT	2	152	100	2.81	254	139	105	19.50	263
3RD									
DE	4	336	41	1.78	379	196	49	11.75	256
NJ	17	434	60	1.70	496	360	67	11.71	439
PA,E	22	294	44	2.66	341	252	45	18.91	315
PAM	6	377	121	2.08	500	387	125	13.83	526
PA,W	10	252	57	1.43	311	238	63	7.70	309

Table X-1A. (September 30, 2007—Continued)

District	Judgeships	Weighted Filings per Judgeship				Unweighted Filings per Judgeship			
		Civil	Criminal	Supervision Hearings	Total	Civil	Criminal	Supervision Hearings	Total
4TH									
MD	10	396	102	2.61	500	351	179	17.80	547
NC,E	4	322	192	5.70	520	336	308	40.00	684
NC,M	4	241	117	4.10	362	245	121	27.00	393
NC,W	5	189	135	4.98	329	206	136	30.40	372
SC	10	377	138	4.30	519	423	145	28.70	596
VA,E	11	281	186	7.39	474	286	364	49.09	700
VA,W	4	234	130	5.09	370	280	127	27.25	434
WV,N	3	185	155	4.17	345	206	149	28.67	384
WV,S	5	164	57	3.00	224	171	58	19.60	249
5TH									
LA,E	12	871	42	1.22	914	693	47	8.17	749
LA,M	3	334	84	.97	420	318	101	6.00	425
LA,W	7	339	52	1.93	393	336	65	13.00	414
MS,N	3	342	86	2.27	430	301	86	14.67	402
MS,S	6	482	75	4.20	562	440	83	26.83	549
TX,N	12	369	98	3.64	470	341	106	24.33	471
TX,E	8	527	148	.16	674	396	150	1.00	547
TX,S	19	305	224	13.41	543	326	329	93.47	748
TX,W	13	263	374	13.12	650	240	520	91.85	852
6TH									
KY,E	5.50	253	116	3.78	373	281	122	26.91	429
KY,W	4.50	283	102	1.68	387	277	206	11.78	495
MI,E	15	351	56	2.93	410	359	55	19.73	434
MI,W	4	380	114	4.21	499	383	123	28.25	534
OH,N	12	300	73	3.79	377	317	74	25.83	417
OH,S	8	375	77	5.52	458	341	88	38.38	467
TN,E	5	265	147	3.92	416	231	148	27.00	406
TN,M	4	370	91	2.00	463	315	91	12.75	419
TN,W	5	257	148	5.50	410	216	148	36.20	400

Table X-1A. (September 30, 2007—Continued)

District	Judgeships	Weighted Filings per Judgeship				Unweighted Filings per Judgeship					
		Civil	Criminal	Supervision Hearings	Total	Civil	Criminal	Supervision Hearings	Total		
7TH	IL,N	22	421	39	1.78	462	323	43	12.64	379	
	IL,C	4	247	121	4.17	371	244	138	27.50	410	
	IL,S	4	239	96	5.86	341	246	98	38.25	382	
	IN,N	5	319	87	3.78	410	292	89	25.20	406	
	IN,S	5	522	70	1.26	594	467	69	6.60	542	
	WIE	5	259	125	3.36	387	235	123	23.40	382	
	WILW	2	447	107	2.24	556	373	113	16.00	502	
	8TH	ARE	5	272	101	3.42	377	267	104	21.80	392
		AR,W	3	241	71	2.10	314	253	81	15.00	349
		IA,N	2	215	184	7.54	407	239	192	47.00	478
IA,S		3	264	186	4.17	454	255	191	20.67	467	
MN		7	638	101	4.20	743	737	101	29.29	867	
MO,E		8	311	129	3.98	444	292	142	28.00	462	
MO,W		6	326	154	6.80	486	327	160	44.83	532	
NE		3	273	227	12.53	513	288	231	85.67	605	
ND		2	120	151	4.10	275	101	156	29.00	286	
SD		3	132	196	8.84	337	136	194	59.33	390	
9TH	AK	3	130	60	.81	191	110	70	4.67	185	
	AZ	13	263	252	14.60	529	260	395	104.08	759	
	CAN	14	583	36	4.84	624	457	52	34.50	543	
	CA,E	6	689	172	7.96	869	743	204	56.83	1004	
	CA,C	28	495	51	4.99	551	406	65	35.46	506	
	CAS	13	241	184	13.71	439	198	295	97.15	590	
	HI	4	209	83	5.27	297	162	111	36.25	309	
	D	2	316	152	5.70	473	264	169	39.00	471	
	MT	3	201	177	7.77	385	200	182	51.33	434	
	NV	7	423	51	4.13	478	333	63	28.86	424	
OR	6	440	111	7.46	558	408	130	51.83	590		
VA,E	4	149	104	9.98	264	141	119	70.00	330		
WA,W	7	437	116	5.80	559	375	192	37.29	604		

Table X-1A. (September 30, 2007—Continued)

District	Judgeships	Weighted Filings per Judgeship				Unweighted Filings per Judgeship			
		Civil	Criminal	Supervision Hearings	Total	Civil	Criminal	Supervision Hearings	Total
10TH									
CO	7	441	82	3.09	527	384	97	22.00	503
KS	6	268	143	4.51	415	245	161	30.50	437
NM	7	245	270	12.10	527	202	390	85.86	678
OK,N	3.50	234	66	3.29	304	204	67	22.86	294
OK,E	1.50	300	75	2.07	377	311	78	14.00	403
OK,W	6	267	80	3.24	350	245	162	22.83	430
UT	5	277	173	8.66	459	216	221	61.40	498
WY	3	99	118	2.80	220	94	142	20.00	256
11TH									
AL,N	8	632	73	2.41	707	596	79	14.75	690
AL,M	3	405	89	3.21	498	384	106	19.67	510
AL,S	3	325	170	6.19	501	320	172	40.00	532
FL,N	4	414	101	6.18	521	401	157	36.75	594
FL,M	15	467	98	3.59	569	432	106	25.07	563
FL,S	18	413	133	2.90	549	371	143	19.94	534
GA,N	11	390	69	2.55	461	334	79	16.36	429
GA,M	4	279	99	3.14	382	289	155	22.25	466
GA,S	3	284	145	4.15	433	292	234	27.00	554

NOTE: CASE WEIGHTS ARE BASED ON THE 2003-2004 DISTRICT COURT CASE WEIGHTING STUDY CONDUCTED BY THE FEDERAL JUDICIAL CENTER. THIS TABLE EXCLUDES CIVIL CASES ARISING BY REOPENING, REMAND, OR TRANSFER TO THE DISTRICT BY THE ORDER OF THE JUDICIAL PANEL ON MULTIDISTRICT LITIGATION. THIS TABLE INCLUDES DEFENDANTS IN ALL FELONY AND CLASS A MISDEMEANOR CASES, BUT INCLUDES ONLY THOSE PETTY OFFENSE DEFENDANTS WHOSE CASES HAVE BEEN ASSIGNED TO DISTRICT JUDGES. REMANDS AND REOPENINGS FOR CRIMINAL DEFENDANTS ARE EXCLUDED. THIS TABLE EXCLUDES DATA FOR THE TERRITORIAL COURTS. DATA ARE REPORTED FOR SUPERVISED RELEASE AND PROBATION HEARINGS (BOTH EVIDENTIARY AND NON-EVIDENTIARY) PREVIOUSLY NOT PRESENTED IN THIS TABLE. DATA ARE OBTAINED FROM THE MONTHLY REPORTS OF TRIALS AND OTHER COURT ACTIVITIES CONDUCTED BY RESIDENT AND VISITING JUDGES. DUE TO ROUNDING, SUBTOTALS FOR WEIGHTED AND UNWEIGHTED CIVIL, CRIMINAL, AND REVOCATION FILINGS MAY NOT EQUAL TOTALS FOR WEIGHTED AND UNWEIGHTED FILINGS.

EXHIBIT G

Table C-5.
U.S. District Courts—Median Time Intervals From Filing to Disposition of Civil Cases
Terminated, by District and Method of Disposition,
During the 12-Month Period Ending September 30, 2007

Circuit and District	Total Cases			No Court Action			Court Action					
	Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months	Before Pretrial			During or After Pretrial			Total	
					Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months
TOTAL	182,966	8.6	43,894	5.5	106,752	7.9	22,849	13.8	9,471	127.6		
DC	1,897	9.0	637	7.5	1,201	9.2	31	23.5	28	38.2		
1ST	5,052	9.0	2,018	5.8	2,051	8.8	816	16.6	167	27.3		
ME	346	6.5	146	4.6	176	7.1	11	13.1	13	15.9		
MA	2,718	8.4	1,360	6.1	918	8.3	343	18.3	97	29.4		
NH	381	8.3	90	2.7	118	5.0	165	13.7	8	-		
RI	496	8.2	194	6.3	192	7.9	99	11.1	11	25.7		
PR	1,111	12.2	228	6.7	647	10.9	198	22.0	36	32.2		
2ND	19,231	10.5	5,177	7.1	10,910	10.8	2,845	14.6	299	28.5		
CT	2,032	10.5	1,239	7.6	648	14.8	84	23.1	61	32.4		
NY,N	1,113	12.6	236	6.1	525	11.0	333	18.3	19	32.6		
NY,E	5,124	10.8	1,030	7.3	2,891	9.3	1,121	14.4	82	31.8		
NY,S	9,388	9.8	2,313	7.0	5,814	10.9	1,144	12.3	117	25.7		
NY,W	1,308	14.0	321	8.8	817	14.0	157	22.6	13	50.8		
VT	266	8.0	38	3.3	215	8.7	6	-	7	-		
3RD	18,846	7.1	3,440	4.4	11,954	5.8	3,166	14.1	286	25.3		
DE	609	12.5	69	4.1	488	12.5	23	30.1	29	30.3		
NJ	5,442	7.6	1,932	5.4	2,028	5.4	1,414	14.7	68	30.8		
PA,E	9,099	5.7	519	2.3	6,917	3.8	1,555	12.4	108	18.1		
PA,M	1,394	7.6	412	4.9	875	7.7	67	20.4	40	24.5		
PA,W	2,002	7.4	455	4.1	1,472	8.4	35	24.2	40	33.3		
VI	300	20.3	53	15.4	174	18.4	72	30.3	1	-		
4TH	11,975	7.4	3,212	5.5	7,433	7.8	1,142	9.0	188	19.4		
MD	2,638	6.3	1,023	6.1	1,286	6.2	284	7.6	45	23.2		
NC,E	919	10.3	407	8.1	496	11.4	9	-	7	-		
NC,M	778	9.3	263	7.9	409	10.3	102	10.5	4	-		
NC,W	980	7.5	321	10.2	535	3.6	109	17.6	15	21.5		
SC	2,635	8.0	400	2.5	2,047	9.0	144	11.4	44	22.3		
VA,E	2,062	4.8	425	3.5	1,163	4.5	440	7.3	34	9.5		
VA,W	706	8.6	172	7.0	489	9.0	25	9.9	20	14.5		
WV,N	395	12.1	138	10.4	238	12.6	12	18.2	7	-		
WV,S	862	10.3	63	2.3	770	10.8	17	17.8	12	21.1		

Table C-5. (September 30, 2007—Continued)

Circuit and District	Total Cases			No Court Action			Court Action					
	Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months	Before Pretrial			During or After Pretrial			Trial	
					Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months
5TH	28,070	11.0	4,680	6.1	13,494	7.3	3,150	11.2	6,746	127.6		
LAE	5,647	7.9	172	3.4	3,354	5.6	2,050	11.3	71	18.1		
LAM	7,037	127.6	359	6.0	306	10.4	30	24.7	6,342	127.6		
LA,W	1,567	9.9	494	5.9	895	10.9	33	25.5	45	29.0		
MS,N	681	12.4	128	6.9	414	11.3	113	16.5	26	23.4		
MS,S	2,355	10.8	1,450	9.7	814	11.3	49	18.9	42	20.3		
TX,N	2,799	6.8	94	7.8	2,858	6.6	5	-	42	19.2		
TX,E	1,630	9.0	280	5.0	1,244	9.1	64	12.6	42	19.2		
TX,S	4,054	6.6	1,012	3.7	2,213	6.5	749	9.7	80	18.4		
TX,W	2,300	7.5	691	5.9	1,496	7.7	57	13.0	56	16.6		
6TH	16,993	9.6	3,932	4.8	9,385	9.8	3,385	13.3	291	24.4		
KYE	1,380	9.4	148	6.2	1,200	9.4	15	20.3	17	19.2		
KY,W	1,076	9.6	301	8.2	675	9.4	87	19.1	15	22.5		
MI,E	3,656	8.3	847	3.8	1,278	6.2	1,456	13.1	75	24.6		
MI,W	928	7.2	138	2.9	761	8.0	15	18.9	14	27.9		
OH,N	4,772	10.0	963	3.8	2,913	15.0	855	9.9	41	16.0		
OH,S	2,250	10.6	836	6.4	789	11.0	490	14.6	35	24.3		
TN,E	1,015	12.4	169	6.6	391	9.0	419	16.1	36	25.6		
TN,M	986	9.1	83	3.5	864	9.5	13	21.7	26	27.0		
TN,W	928	11.9	347	10.2	514	11.4	35	27.2	32	29.8		
7TH	12,654	7.5	3,753	5.1	7,083	7.6	1,617	11.7	201	25.5		
IL,N	6,474	6.2	2,338	4.8	3,463	6.0	582	12.7	91	29.0		
IL,C	663	9.1	258	7.7	376	9.4	10	22.1	19	23.0		
IL,S	884	8.5	218	5.2	621	9.2	20	18.3	25	25.5		
IN,N	1,203	10.6	278	6.8	526	10.6	380	13.4	19	22.6		
IN,S	1,872	9.9	451	5.8	1,092	9.7	311	12.8	18	28.1		
WI,E	1,051	8.2	168	3.5	789	8.9	79	14.6	15	30.7		
WI,W	507	4.6	42	1.4	216	3.1	235	5.9	14	8.3		
8TH	11,976	10.5	3,271	5.2	5,825	9.4	2,660	32.9	220	21.6		
AR,E	1,171	12.7	227	10.3	885	12.7	4	-	56	19.9		
AR,W	587	10.3	16	5.3	553	10.2	3	-	15	13.4		
IA,N	447	9.0	50	4.4	379	9.0	5	-	13	20.9		
IA,S	570	10.3	104	5.6	293	8.3	165	15.4	8	25.8		
MN	4,614	13.7	1,269	2.6	897	7.3	2,414	34.4	34	22.2		
MO,E	1,814	7.4	737	6.0	1,038	8.0	7	-	32	21.9		
MO,W	1,475	8.5	707	7.8	741	8.9	10	24.5	17	19.9		
NE	855	11.3	21	1.7	770	10.4	35	17.2	29	19.9		
ND	175	10.6	60	8.2	106	10.9	3	-	6	-		
SD	268	10.5	80	9.4	163	9.9	14	16.8	11	27.3		

Table C-5. (September 30, 2007—Continued)

Circuit and District	Total Cases		No Court Action		Court Action					
	Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months	Before Pretrial		During or After Pretrial		Trial	
					Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months
9TH	27,383	7.8	8,961	6.0	16,283	8.1	1,022	12.8	517	23.1
AK	290	9.1	78	6.0	207	10.0	-	-	5	-
AZ	2,031	9.9	758	8.3	1,188	10.3	32	25.9	53	31.2
CA,N	4,205	6.7	1,382	3.8	1,652	5.5	1,116	11.9	55	23.3
CAE	2,118	9.3	872	7.1	1,180	10.5	28	19.1	38	32.4
CAC	8,560	6.8	2,730	5.3	5,566	7.3	87	17.1	177	18.4
CAS	2,033	5.9	389	4.6	1,490	6.3	120	7.4	34	24.6
HI	637	10.3	366	8.4	217	10.5	39	18.7	15	19.7
ID	401	11.5	27	4.0	331	10.7	27	17.8	16	28.6
MT	511	9.5	211	8.0	233	9.2	56	14.1	11	18.0
NV	1,618	9.6	658	9.0	880	9.6	57	10.9	23	35.8
OR	1,840	10.1	684	8.6	1,106	10.7	9	-	41	21.6
WAE	495	8.1	149	5.4	306	7.9	28	13.6	12	24.2
WAW	2,583	8.1	628	5.3	1,903	8.5	17	15.3	35	19.0
GUAM	24	7.0	14	5.2	6	-	4	-	-	-
NMI	37	10.3	15	6.0	18	11.1	2	-	2	-
10TH	7,821	8.6	1,384	5.1	5,003	8.0	1,249	12.5	185	23.3
CO	2,030	6.9	59	2.7	1,812	6.5	112	17.5	47	28.5
KS	1,127	8.6	321	6.5	665	8.1	109	17.5	32	23.4
NM	1,028	8.3	171	3.2	397	8.8	434	11.9	26	21.0
OK,N	686	10.4	74	3.3	581	10.9	19	17.9	12	19.5
OK,E	480	9.4	342	11.1	114	7.1	12	11.2	12	12.0
OK,W	1,154	8.0	309	3.5	422	6.7	407	11.6	16	16.8
UT	1,028	9.5	66	2.3	898	9.2	36	19.2	29	29.2
WY	288	12.4	42	7.3	114	82.7	121	10.3	11	15.4
11TH	21,068	6.7	3,429	4.4	16,130	6.6	1,166	13.6	343	19.9
AL,N	2,869	5.7	496	7.8	2,313	4.4	20	20.3	40	24.3
AL,M	791	10.0	234	7.0	462	9.9	74	16.3	21	15.8
AL,S	662	7.3	124	5.1	490	7.2	32	16.3	16	13.7
FL,N	896	7.5	244	6.1	612	8.1	18	13.6	22	21.3
FL,M	5,644	6.8	456	5.7	4,999	6.8	103	17.4	86	21.1
FL,S	6,051	5.0	1,138	3.0	4,667	5.3	158	12.2	88	17.1
GA,N	2,881	7.7	544	3.4	1,572	7.1	714	12.1	51	26.8
GA,M	634	11.3	130	7.7	495	12.6	4	-	5	-
GAS	640	10.1	63	5.8	520	9.6	43	22.0	14	22.3

NOTE: MEDIAN TIME INTERVALS NOT COMPUTED WHEN FEWER THAN 10 CASES REPORTED. THIS TABLE EXCLUDES LAND CONDEMNATIONS, PRISONER PETITIONS, DEPORTATION REVIEWS, RECOVERY OF OVERPAYMENTS, AND ENFORCEMENT OF JUDGMENTS. FOR FISCAL YEARS PRIOR TO 2001, THIS TABLE INCLUDED DATA ON RECOVERY OF OVERPAYMENTS AND ENFORCEMENT OF JUDGMENTS.